

Daniel J. Treuden, Cal. St. Bar # 235919
 The Bernhoft Law Firm, S.C.
 1220 Colorado Street, Suite 440
 Austin, Texas 78701
 (512) 582-2100 telephone
 Attorney for the Plaintiff

**UNITED STATES DISTRICT COURT
 SOUTHERN DISTRICT OF CALIFORNIA**

THE BERNHOFT LAW FIRM, S.C.,)

Plaintiff,)

v.)

BLAINE POLLOCK,)

Defendant,)

Case No. **'12CV1608 W BLM**

Breach of Contract

COMPLAINT

The Bernhoft Law Firm, S.C. (the “Firm”) hereby files this complaint against the defendant Blaine Pollock (“Pollock”) for breach of contract. The Firm seeks damages in the amount of \$138,351.58 plus interest at 18% per annum for any amounts more than 30 days past due.

PARTIES

1. The Firm is a Wisconsin service corporation (akin to California’s professional corporation) with a principal business address of 1220 Colorado Street, Suite 440, Austin, Texas 78701. The name of the corporation is “The Law Office of Robert G. Bernhoft, S.C. d/b/a The Bernhoft Law Firm, S.C.” The Firm is registered with the State of California to do business in California as a foreign

1 corporation under the following name: “The Bernhoft Law Firm. P.C.” At the
2 time the contract at issue in this case was entered into and at all times that the Firm
3 represented Pollock, the Firm’s business address was 207 E. Buffalo Street, Suite
4 600, Milwaukee, Wisconsin 53202.

5 2. Pollock is a resident of California with an address of 2822 Lake Crest
6 Court, Chula Vista, California 91915.

7 **JURISDICTION AND VENUE**

8 3. This Court has jurisdiction over this matter pursuant to 28 U.S.C. §
9 1332.

10 4. The Firm is a citizen of the state of Wisconsin.

11 5. Pollock is a citizen of the state of California.

12 6. The amount in controversy is greater than \$75,000.00.

13 7. Venue is proper in the Southern District of California because
14 Pollock’s residence is at 2822 Lake Crest Court, Chula Vista, California 91915,
15 located in San Diego County, and the legal representation was principally
16 performed in San Diego County.

17 **FACTUAL ALLEGATIONS**

18 8. On August 11, 2011, Pollock entered into a contract with the Firm
19 wherein the Firm agreed to provide Pollock with legal services and Pollock agreed
20 to pay the Firm on an hourly basis for the work performed within a range of hourly
21 rates and Pollock agreed to reimburse the Firm or pay for any costs incurred in
22 furtherance of the legal representation’s goals.

23 9. A true and correct copy of the contract is attached as Exhibit A to this
24 Complaint.

25 10. On October 12, 2011, Pollock terminated the Firm and proceeded with
26 new counsel.

1 11. The Firm, through its employees and agents, performed the work
2 contemplated by the Contract and provided Pollock with periodic updates of the
3 work performed and the costs incurred.

4 12. Periodic billing invoices were issued approximately twice per month
5 beginning in late August until the last invoice was sent on December 16, 2011.

6 13. The final balance due for work performed and expenses and costs
7 incurred was \$138,351.58.

8 14. To date, this balance remains unpaid.

9 15. Interest is due at 18% per annum on balances outstanding more than
10 thirty days.

11 16. Interest is due on \$44,414.00 beginning November 6, 2011 (which is
12 thirty days after the October 7, 2011 invoice); interest is due on \$3,650.00
13 beginning on December 8, 2011 (which is thirty days after the November 8, 2011
14 invoice); and interest is due on \$90,287.58 beginning on January 15, 2012 (which
15 is thirty days after the December 16, 2011 invoice).

16 **FIRST CAUSE OF ACTION AGAINST POLLOCK**
17 **FOR BREACH OF CONTRACT**

18 17. The Firm incorporates the introduction and ¶¶ 1-16 into this cause of
19 action.

20 18. A valid contract exists as evidenced by Exhibit A.

21 19. The Firm performed substantial work and incurred substantial costs
22 pursuant to the contract.

23 20. Pollock has breached the contract by failing to pay the remaining
24 balance due and the Firm was damaged by Pollock's failure to pay the remaining
25 balance due.

PRAYER FOR RELIEF

21. The Firm prays this Court enter Judgment against Pollock and in the Firm's favor for:

- (A) an award of \$138,351.58 in damages;
- (B) an award of interest in the amount of 18% per annum;
- (C) to make all other necessary orders to give necessary effect to the court's judgment as equity and law might require.

Respectfully submitted this 28th day of June, 2012.

THE BERNHOFT LAW FIRM, S.C.
Attorneys for the Plaintiff, The Bernhoft Law Firm, S.C.

/s/ Daniel J. Treuden

Daniel J. Treuden, Cal. Bar No. 269351
1220 Colorado Street, Suite 440
Austin, Texas 78701
(512) 582-2100 telephone
(512) 373-3159 facsimile
djtreuden@bernhoftlaw.com